

Cambridge Pixel - Conditions Of Business V1.7

General - A Contract shall only exist upon our written acknowledgement of the customer's written order. Any orders accepted by us are accepted subject to these terms and conditions. In the event of customer's orders containing special instructions, such conditions will be of no effect and this and the following conditions only shall apply to the Contract, unless agreed in writing by both parties.

Acceptance - The customer's order in pursuance of any quotation must be in writing accompanied by sufficient information to enable us to proceed with the order. The customer will be responsible for any extra cost incurred by any subsequent amendment of his requirements not provided for in the order or in the quotation.

Cancellation - Orders accepted by us cannot be cancelled except with our consent in writing and we may, as a condition of giving that consent, require payment of such amount as will indemnify us against all reasonable loss and expense resulting from the cancellation.

Drawings and Instructions - We shall retain the property and copyright in all designs, descriptions, drawings and other particulars supplied with any quotation. Such designs, descriptions, drawings and other particulars are thought to be accurate but they are intended only to present general ideas of the goods described herein and will not form part of the contract.

Delivery or Completion - The time given for delivery or completion shall date from the receipt by us of the final information to enable us to clearly interpret the customer's requirements. We will try to deliver or complete within the time quoted but we shall incur no liability from delay in delivery or completion and time for delivery shall not be of the essence.

Tests - The price quoted includes for the product to be tested at our works to our normal standards. If special tests are required these will incur additional costs.

Despatch - Unless otherwise specified, goods are despatched ex works (Incoterms 2020) from Cambridge, UK.

Terms of Payment - Payment terms shall be as detailed on the relevant quotation.

Passing the Property - The property in the goods and beneficial ownership thereof shall remain in us until the customer has paid the full price as well as any other payments due to us from the contract. Risk in the goods transfers to the customer when they are made available for collection at the delivery point (Cambridge, UK)

Warranty - In the event of any defect occurring in a product supplied by us within 12 months of the invoice date, the product will be repaired, updated or replaced by us at our discretion, provided that the product is being used in the recommended method, has inputs within the specified operating range, and has not been modified in any way without our prior written approval. We shall not be liable for any loss, damage, injury, delay or expense, whether direct, indirect or consequential to the customer, or to any person or to any property caused by or arising out of the contract, except where liability cannot be excluded as a matter of law, such as for death or personal injury due to negligence.

Use of Product. Our products are supplied on the basis that they are used in accordance with the instruction manuals and any other technical information or instructions we supply.

Indemnity - We shall not be liable for, and the customer shall indemnify and hold harmless us for all claims arising out of the application of our product to the customer's designs and products.

Limitation of Liability – Our total liability to the customer, and the customer’s total liability to us, in connection with the contract shall in no circumstances exceed the price paid by the customer for the products and/or services.

Use of Information - Information provided by us as part of any quotation shall be used solely for the purposes of evaluating the quotation and specifically shall not be used for the purposes of designing, manufacturing or obtaining quotations of similar equipment. Software provided by us shall only be used on the specific individual installation for which it was originally supplied, subject to the terms of the software licensing agreement, and shall not be copied or used, in whole or part, without our prior written consent. Ownership of all Intellectual Property associated with our product remains with us, unless agreed in writing by both parties.

Legal Construction - The construction and operation of any quotation and of any contract between us and the customer is to be construed and governed in all respects in accordance with English Law. Any dispute arising out of this contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Privacy - Our use of your personal data is governed by our Privacy Policy, which may be viewed at <https://www.cambridgepixel.com/privacy.asp>.